

Memorandum of Understanding

between

Forschungszentrum Jülich GmbH
Institute of Neuroscience and Medicine (INM-4)
52425 Jülich
Germany

– hereinafter referred to as JÜLICH –

and

National Brain Research Centre (NBRC)
Manesar, Gurgaon Dist. Haryana – 122051
India

– hereinafter referred to as NBRC –

Preamble

Forschungszentrum Jülich GmbH (hence forth referred as JÜLICH) and NBRC discussed on the "Indo-German Seminar on Medical Imaging and Neurosciences, Diagnosis, Analysis and Treatment", held on December, 7th, 2014 in Manesar the basic possibilities of cooperation for joint research activities (hereinafter called the "PROJECT"). JÜLICH and NBRC have developed in these discussions a basic understanding of the mutual demands made on the PROJECT. They now intend to enter into specific negotiations on the contracts to be concluded. On the part of JÜLICH, this cooperation will be implemented by INM-4 (Institute of Neuroscience and Medicine, Medical Imaging Physics (INM-4) which is one of several institutes comprising JÜLICH.

I. Subject matter of the negotiations

From the present point of view, a contractual regulation of the rights and duties concerning the following project elements is required, which should include but not be limited to the following:

1. JÜLICH and NBRC agree to begin a scientific cooperation in imaging techniques and neuroscience, including the following items (on the part of JÜLICH this cooperation will be implemented by INM-4)
 - a. Exchanging MR pulse sequences for Siemens scanners, reconstruction-, post processing- and analysis-methods and publishing the results commonly (subject to third party's agreement, such as Siemens or Philips).
 - b. Exchanging PET experiment set-ups, reconstruction-, post processing- and analysis-methods and publishing the results commonly.
 - c. As the case may be, extending to further methods, such as MEG and EEG.
 - d. Planning, performing and analysing joint experiments and commonly publishing the obtained results on the field of psychiatry, neurology and neuroscience.
 - e. No exchange of biological materials will take place between the institutions.
2. JÜLICH and NBRC further intend to initiate cooperation towards access to existing and future common educational programs (PhD, postdocs), reciprocal exchange of scientific staff, short term training.

II. Legally binding provisions

1. With the exception of the following provisions, contained in Clauses II.1-9, no legal obligation for either of the parties can be derived from this Agreement. In particular, there is no obligation to conclude the contracts specified under Clauses I.1-2 above.
2. Either party shall bear its own internal and external costs incurred in connection with the negotiations and other relevant measures. Each of the Parties is entitled to terminate the negotiations at any time, without giving reasons, by written notice of 15 (fifteen) days.
3. In case of failure to materialize the PROJECT or to comply with the time schedules agreed upon, the parties shall not bring forward any claim against one another, irrespective of the legal basis. This shall apply, in particular, to claims for damages or the reimbursement of costs due to failure to conclude the contract. The parties, moreover, shall not be liable for information not being provided at all, or not in good time, or being provided in a faulty manner.
4. Either party shall treat the negotiations and the contents of this MoU confidentially, unless the other party has given its prior written consent to a publication.
5. Either party shall use all and any information obtained from the other party within the framework of the discussions and negotiations exclusively for the purposes (see Preamble) for which it has obtained such information, shall not disclose it to third parties and shall protect it like its own trade secrets. This obligation shall not apply to information that is generally known, information that has been provably derived independently by the party receiving such information, or information lawfully obtained from third parties without infringing any obligation of confidentiality. This obligation shall not be applicable either in case a party is compelled to disclose the information obtained on the grounds of legal provisions. This obligation shall be valid for a period of 7 years after this Agreement has ceased to be in force.
6. Any modifications to this MoU shall be made in writing in order to become valid. The form requirement can only be waived by agreement in writing.
7. This MoU shall enter into force on the date of signature by both parties. Subject to earlier termination as envisaged above in Clause II.2, this MoU shall stand terminated 7 years after the date of the last signature.
8. Should a provision of this Agreement be or become ineffective, this shall not affect the validity of the other provisions. The parties undertake to replace such ineffective provision by an effective provision as close as possible to the regulation purpose of the ineffective provision.

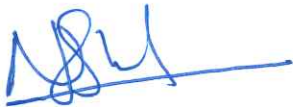
9. All disputes arising from this Agreement shall be governed by existing laws and regulations of India and Germany.

Jülich, 24/7/16

Forschungszentrum Jülich GmbH



Prof. Dr. Sebastian Schmidt
Member of the Boards of Directors



Prof. Dr. N. Jon Shah
Director INM-4

NBRC, 03/10/2016

National Brain Research Centre



Dr. Yoganarasimha Doreswamy
Offg. Registrar NBRC



Prof. Subrata Sinha
Director NBRC

**ACADEMIC EXCHANGE AGREEMENT
BETWEEN**

**NATIONAL BRAIN RESEARCH CENTRE
MANESAR, DISTT. GURGAON (HARYANA) INDIA**

AND

**BK21 PLUS PROGRAM, KU OPEN INNOVATION CENTER,
KONKUK UNIVERSITY, SEOUL, KOREA**

National Brain Research Centre, Manesar, Distt. Gurgaon (Haryana) India and BK21 PLUS PROGRAM, KU OPEN INNOVATION CENTER, KONKUK UNIVERSITY, SEOUL, KOREA, aiming to enhance the cooperation between two institutions and to develop academic interchanges, scientific researches, and other activities, agree as follows:

The field of cooperation shall include any programs offered at either institution that is felt to be desirable and reasonable for the development of cooperation between the two institutions. However, any specific programs shall subject to mutual consent, availability of funds, and approval of each institution. Such programs include:

1. Exchange of faculty members;
2. Exchange of researchers including graduate students;
3. Exchange of academic materials and information;
4. Joint research activities;
5. Participation in seminars and academic meetings.

Contd...2.

The terms of such mutual assistance shall be discussed and agreed upon in writing by both parties prior to the initiation of any particular programs of activities.

The agreement shall be effective upon approval by both parties and remain in effect for five years. As long as one party does not give six months notice terminating this agreement, it shall automatically be renewed.

BK21 PLUS PROGRAM, KU OPEN
INNOVATION CENTER,
KONKUK UNIVERSITY, SEOUL, KOREA

Jae-Ran Yu

Jae Ran Yu
Director

Date: *16 Nov 2015*

NATIONAL BRAIN RESEARCH
CENTRE, MANESAR
DISTT. GURGAON (HARYANA)
INDIA

K.V.S. Kameswara Rao

K.V.S.Kameswara Rao
Registrar

Date : *16th November 2015*



Indian-Non Judicial Stamp Haryana Government



Date : 23/04/2019

Certificate No. GOW2019D499



Stamp Duty Paid : ₹ 101

GRN No. 46449698



(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Deponent

Name : Nbrc

H.No/Floor : Na

Sector/Ward : Na

Landmark : Near nsg camp

City/Village : Manesar

District : Gurugram

State : Haryana

Phone : 00



Purpose : MOA to be submitted at Concerned office

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

MEMORANDUM OF UNDERSTANDING (MoU/Agreement)

Between

NATIONAL BRAIN RESEARCH CENTRE, an autonomous Institute of the Department of Biotechnology, Government of India, NH-8, Near NSG Campus, Nainwal Mode, Manesar 122052, Haryana, INDIA, hereinafter referred to as “NBRC” (of the first part presented by **Dr. Sourav Banerjee, officiating Registrar**)

AND

MEDANTA INSTITUTE OF EDUCATION AND RESEARCH, a trust incorporated under the Indian Trust Act 1882 having its registered office at E-18, Defence Colony, New Delhi -110024 (hereinafter referred to as “MIER”, which expression shall unless repugnant to the context or meaning thereof, mean and include its executors, administrators, successors and permitted assigns).

MIER and NBRC shall be hereinafter collectively referred to as “Parties” and individually as a “Party”.

Sourav Banerjee
01/07/2019

[Signature]
27/06/2019

WHEREAS, NBRC is involved in pursuing research to understand brain function in healthy and diseased condition, generating trained human resource with capability in carry out inter-disciplinary research in neuroscience, promoting neuroscience in India;

WHEREAS, is a trust established with the object of supporting and promoting educational and research activities. Towards this, MIER has entered into an arrangement with Global Health Private Limited ("GHPL"), a company which owns and operates a world-class multi - super specialty hospital and state of the art research facilities at Sector 38, Gurgaon, Haryana – 122001 under the brand name "Medanta - The Medicity" ("**Medanta**").

WHEREAS, MIER is in its endeavor to promote good mental health through preventive measures, early diagnosis, research, statistics, treatment and efficacious treatment for diseases like Alzheimer, Parkinson's disease, dementia etc., collaborated with NBRC to initiate the study and tie-up with each other ("**Intended Purpose**"). Towards this, the Parties executed a Memorandum of Understanding on March 25, 2013 ("**Original MOU**").

WHEREAS, the aforesaid Original MOU expired with efflux of time on March 24, 2018 and the Parties have agreed to extend the term of the Original MOU in the manner and on such terms and conditions as set out herein below.

1. **Objectives of the MOU:**

- 1.1 NBRC and MIER will involve collaborative clinical research mutually benefit to each other. It being clearly understood that there is no specific commitment on the part of NBRC to make available any services to MIER.
- 1.2 MIER understands and agrees that the patients suffering various brain disorders may be considered by NBRC as subjects for the research activities in the fields of non-invasive, neuro-imaging and other studies ("**Subjects**") that will encompass non-invasive imaging and functional and Neurochemical analysis ("**Research Projects**").
- 1.3 In such cases, patients suffering various brain disorders provide appropriate consents, MIER will facilitate and provide such assistance as required and mutually agreed.

Signature
01/09/2019

Signature
27/06/2019

1.4 Both the Parties would strictly follow medical guidelines and the guidelines laid by Institutional Human Ethics Committee and legal requirements of Government of India during the collaboration. Both the Parties undertake full responsibility for observing the above mentioned guidelines and legal requirements. Both the Parties further represent and warrant that it is in compliance with and shall continue to comply during the Term with all applicable laws and that it has obtained all required registrations, approvals and consents under applicable law and may be required for undertaking and performing its obligations envisaged herein.

1.5 MIER further agrees and accepts that:

- (i) Providing the treatment for any neurological or non-neurological illness to the Subjects, even if found during the course of NBRC investigations, is not in the purview of NBRC.
- (ii) The involvement of NBRC would be limited to research and its medical or scientific staff will not be liable, for any emergency neurological or non-neurological condition, to the patients suffering various brain disorders or their family members or near friends who should directly handle the same.
- (iii) NBRC assumes no diagnostic or medical responsibility for the relatives or acquaintances or care-givers of the Subjects who may accompany the patients suffering various brain disorders for our study.
- (iv) The data and findings of NBRC in relation to the Research Projects may be shared with other interested research centers or organizations who will also be asked to sign confidentiality agreement whereby personal or specifically identifiable information about the Subjects will not be released to the public or to publications.

2. Effectiveness and Termination:

This MoU shall be effective from the date of execution by both parties and subject to earlier termination as envisaged herein, is expected to be valid for a period of 05 (five) years ("Term"). The Term of validity may be extended after the said period of 5 (five) years with mutual consent of Parties. Notwithstanding the foregoing, either Party may, at any time, issue a notice of 30 days to the other and terminate the MoU, without being liable to pay any


01/07/2019


27/06/2019

compensation to the other or without assigning any reason. However, if this MoU remains in operation for more than a year, data and findings of any study or research conducted under this MoU would be available to MIER periodically and its contribution acknowledged.

3. **Confidentiality:**

The Parties agree to keep in confidence the information received/ interchanged between them under or pursuant to this MoU at all relevant times, notwithstanding the expiry of Term or termination of the MoU.

4. **Relationship:**

The Parties agree that each of them have entered into this MoU as principals. Nothing contained herein, shall be considered as constituting any relationship of partnership, agency, or such other relationship. Neither Party is authorized to bind the other due to its act.

5. **Communication:**

Any and all notices and communication in connection with this MoU shall be written in the English Language, and shall addressed to either Party, as the case may be, at the following addresses to the persons designated herein below:

NBRC (National Brain Research Centre)

Name: **Dr. Sourav Banerjee**

Officiating Registrar

Address and other details: **National Brain Research Centre, Manesar, Gurugram 122052**

MIER (Medanta Institute of Education and Research)

Name: **Mr. Rahul Khare, Trustee**

Address and other details: **Medanta Institute of Education & Research, E-18,
Defence Colony, New Delhi-110024**

Sourav
01/07/2019

Rahul
27/06/2019

6. **Dispute Resolution:**

- 6.1 It is agreed that in case of any dispute, controversy or claim arises between the Parties out of or in relation to this Agreement or with respect to the breach thereof, the Parties shall seek to solve the matter amicably through discussion between the Parties.
- 6.2 Notwithstanding Clause 6.1, it is mutually agreed between the Parties that in case of any dispute, controversy or claim arising out of or in relation to, this Agreement, the interpretation thereof, the activities performed hereunder, or for the breach thereof, which cannot be satisfactorily resolved, within 30 days of issue of a notice by a Party, shall be finally settled by way of arbitration to be conducted by the **Director, National Brain Research Center, Manesar, Haryana 122502** in consultation with the authorized representative of **MIER**.
- 6.3 The arbitration award shall be final and binding on the Parties.
- 6.4 Subject to the above provisions contained in this Clause 6, Courts in Gurugram will have exclusive jurisdiction over any matters (including questions as to validity or otherwise of this MoU) arising out of this MoU. This MoU shall be governed by the laws of India.

SIGNED BY:

For NBRC	For MIER
Signature:  01/07/2019	Signature: 
Name of the Contact Person: Dr. Soumya Banerjee, Ph.D. Designation: Officiating Registrar (Deemed to be University) Date: Nainwal Mode, Near NSG Campus Manesar-122052, Haryana (India)	Name of the Contact Person: Mr. Rahul Khare, Designation: Trustee Date: For Medanta Institute of Education & Research 27/06/2019
Name & Address of the Organization National Brain Research Centre NH-8, Nainwal Mode, Manesar 122052, Haryana, INDIA	Name & Address of the Organization Medanta Institute of Education & Research E-18, Defence Colony New Delhi -110024, INDIA

Witness:

1.

2.

Witness:

1.

2.

MEMORANDUM OF UNDERSTANDING (MoU)

Between

National Brain Research Centre, an autonomous Institute of the Department of Biotechnology, Government of India, NH-8, Near NSG Campus, Nainwal Mode, Manesar 122051, Haryana, INDIA, hereinafter referred to as “**NBRC**” (of the first part represented by Dr. Yoganarasimha Doreswamy, Officiating Registrar)

AND

HelpAge India, is secular, not-for-profit organization registered under the Societies' Registration Act of 1860 situated in C – 14, Qutab Institutional Area, New Delhi 110016 hereinafter referred to as “**Help Age India**” (of the second part represented by Mr Mathew Cherian, Chief Executive Officer)

WHEREAS, NBRC is involved in pursuing research to understand brain function in health and disease, generating trained human resource with capability to carry out inter-disciplinary research in neuroscience, promoting neuroscience in India;

WHEREAS, HelpAge India is a charitable organization which aims and works primarily for the cause and care of the elderly; and

WHEREAS, HelpAge India in its endeavor to promote good mental health of the elderly through preventive measures, early diagnosis, research, statistics, treatment and efficacious treatment for diseases like Alzheimer, Parkinson's disease, dementia etc.; has requested NBRC to collaborate with it and NBRC has indicated its willingness to initiate the study and tie-up with each other on the terms and conditions here in after agreed

1. Objectives of the MOU:

- 1.1 NBRC offers to make available the services of one of its Clinical Neurology Research Consultant (“**Consultant**”) at mutually convenient times, in and around Manesar and Gurgaon in Haryana, with a view to conducting or facilitating the conduct of medical screening/ check-ups of senior/ elder citizens in villages around Manesar and Gurgaon, Haryana (herein “**Senior Citizens**”). The actual period of such visits will be mutually agreed between NBRC and HelpAge India from time to time, it being clearly understood that there is no specific commitment on the part of NBRC to make available the services of the Consultant for any specified duration.



- 1.2 HelpAge India understands and agrees that the Senior Citizens may be considered by NBRC as subjects for its research activities in the fields of non-invasive neuro-imaging and other studies ("**Subjects**") that will encompass imaging and bio-chemical and other molecular studies ("**Research Projects**").
- 1.3 In such cases, and subject to the Senior Citizens providing appropriate consents, HelpAge India will facilitate and provide such assistance as required and mutually agreed.
- 1.4 NBRC would strictly follow medical guidelines and the guidelines laid by Institutional Human Ethics Committee and legal requirements of Government of India during the collaboration. NBRC undertakes full responsibility for observing the above mentioned guidelines and legal requirements.
- 1.5 HelpAge India further agrees and accepts that :
- (i) Providing the treatment for any neurological or non-neurological illness to the Subjects, even if found during the course of NBRC investigations, is not in the purview of NBRC but as a service to the elderly NBRC consultant will refer or suggest names of suitable public consultants, hospitals or facilities for neurological consultation/treatment.
 - (ii) The involvement of NBRC would be limited to diagnosis and research and its medical or scientific staff (including the Consultant) will not be liable, for any emergency neurological or non-neurological condition, to the senior citizens or their family members or near friends who should directly handle the same.
 - (iii) NBRC assumes no diagnostic or medical responsibility for the relatives or acquaintances or care-givers of the Subjects who may accompany the Senior Citizens.
 - (iv) NBRC offers to and fro travel/transportation, refreshments and incentives to Senior Citizens at its discretion.

- (v) The data and findings of NBRC in relation to the Research Projects would be made available to HelpAge India periodically and its contribution acknowledged and may be shared with other interested research centres or organizations who will also be asked to sign confidentiality agreement whereby personal or specifically identifiable information about the Subjects will not be released to the public or to publications.
- (vi) Prior to the Subjects' coming to NBRC, third party insurance of the Subjects covering the travel and investigations done at NBRC, shall be made by NBRC through the insurance agency (e.g. New India Assurance, United India Insurance etc.) who does insurance for NBRC.

2. Effectiveness and Termination:

This MoU shall be effective from the date of execution by both Parties and subject to earlier termination as envisaged herein, is expected to be valid for a period of five years ("Term") i.e. from **09th November 2015 to 08th November 2020**. The term of validity may be extended after the said period of 5(five) years with mutual consent of parties. Notwithstanding the foregoing, either Party may, at any time, issue a notice of 30 days to the other and terminate the MoU, without being liable to pay any compensation to the other. However, if this MoU remains in operation for more than a year, data and findings of any study or research conducted under this MoU would be available to HelpAge India periodically and its contribution acknowledged.

3. Cost and Expenses:

- 3.1 Any costs and expenses incurred in the Consultant travelling locally in and around Manesar and Gurgaon for purposes as envisaged in this MoU will be borne by NBRC.
- 3.2 Subject to Clause 3.1 above, neither Party is expected to make any payment to the other for performing any act or obligations under or pursuant to this MoU.

4. Confidentiality :

The Parties agree to keep in confidence the information received/interchanged between them under or pursuant to this MoU at all relevant times, notwithstanding the expiry of Term or termination of the MoU.



5. Relationship :

The Parties agree that each of them have entered into this MoU as principals. Nothing contained herein, shall be considered as constituting any relationship of partnership, agency, or such other relationship. Neither Party is authorized to bind the other due to its act.

6. Communication:

Any and all notices and communication in connection with this MoU shall be written in the English Language, and shall be addressed to either Party, as the case may be, at the following addresses to the persons designated herein below.

NBRC (National Brain Research Centre)

Name: Officiating Registrar

Address and other details: NH-8, Nainwal Mode, Manesar-122051, Haryana

HelpAge India

Name: Chief Executive Officer

Address and other details: C-14, Qutab Institutional Area, New Delhi-110016

7. Dispute Resolution:

7.1 It is agreed that in case of any dispute, controversy or claim arises between the Parties out of or in relation to this Agreement or with respect to the breach thereof, the Parties shall seek to solve the matter amicably through discussion between the Parties.

7.2 Notwithstanding Clause 7.1, any dispute, controversy or claim arising out of or in relation to, this Agreement, the interpretation thereof, the activities performed hereunder, or for the breach thereof, which cannot be satisfactorily resolved, within 30 days of issue of a notice by a Party, shall be finally settled by way of arbitration to be conducted by the Director and Vice Chancellor of NBRC, Department of Biotechnology, Govt. of India in consultation with President of HelpAge India's Governing Body.

7.3 The arbitration award shall be final and binding on the Parties.

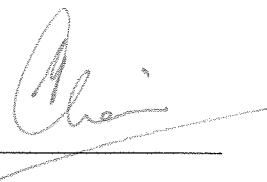


7.4 Subject to the above provisions contained in this Clause 7, Courts in Delhi will have exclusive jurisdiction over any matters (including questions as to validity or otherwise of this MoU) arising out of this MoU.

SIGNATURE BY:



SIGNED BY



For NBRC	For HelpAge India
Name of the Contact Person: Dr. Yoganarasimha Doreswamy	Name of the Contact Person: Mr. Mathew Cherian
Designation: Officiating Registrar	Designation: Chief Executive Officer
Date: 10 May 2016	Date:
Name & Address of the Organization: National Brain Research Centre NH-8, Nainwal Mode, Manesar 122051 Haryana, INDIA	Name & Address of the Organization: HelpAge India C-14, Institutional Area New Delhi-110016

Witness:

1.
Sanjay Gupta, NBRC

2.
Rakesh Yadav, NBRC

Witness:

1.
Lajubala, HelpAge India

2.
Anupama Datta, HelpAge India